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Terms of Service

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Applies to all Amoxx clients

This Amoxx Terms of Service, or TOS in short, (this "Agreement") and Amoxx Acceptable Use Policy ("AUP") govern your purchase and use of all Amoxx products and solutions (collectively, the "Services"), as described in the Order Form(s) submitted by you (collectively, the "The Subscriber") and accepted by Amoxx ("Service Order"). Acceptance of any terms or conditions different from those contained herein by Amoxx will not be deemed by provision of service, but only by electronic or written signature of an officer of Amoxx. You must register and accept the terms of this Agreement and the AUP in order to use the Services. BY CLICKING ON THE "I ACCEPT" BUTTON during sign up, AND/OR REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND THE AUP, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT AS WELL AS ALL POLICIES AND GUIDELINES OF THE AUP, WHICH ARE INCORPORATED HEREIN BY REFERENCE. Amoxx may modify any of the terms and conditions contained in this Agreement and the AUP, at any time, in its sole discretion. Any modifications are effective upon posting of the revisions on the Amoxx web site (the "Site"). Your continued use of the Services following Amoxx posting of any modifications constitutes your acceptance of the modifications. If the Subscriber does not agree to the terms of any modification, do not continue to use the services and immediately notify Amoxx of the Subscriber's termination of this Agreement in the manner described in the section below.

Amoxx and its suppliers/vendors/partners/third parties ("Vendors") agree to furnish services to the Subscriber, subject to the following TOS (Terms of Service).

The Use of Amoxx service constitutes acceptance and agreement to Amoxx AUP as well as Amoxx TOS (Terms of Service).

Term and Payment for Services

Term: This Agreement will be for an initial "Term" of 1 month from the date the Services are first provided by Amoxx. This Agreement will be automatically renewed (the "Renewal Term") at the end of the Initial Term or any Renewal Term for a period of thirty (30) days unless the Subscribers provide Amoxx with written notice of termination at least seven days (7) before the end of the Initial Term or Renewal Term (also referred to interchangeably and collectively as "Term"), whichever is then applicable. To file a notice of termination, the Subscriber must submit a request to the Support Department via 24x7 Support section (<http://www.amoxx.com/24x7support>) stating "cancellation" in the message to initiate the cancellation of service. Pricing and duration of Terms may be modified only if in writing (such as a Service Order) signed by Amoxx.

Termination

This Agreement may be terminated:

- (i) by the Subscriber or Amoxx during any Renewal Term, without cause, by giving the other party no less than 7 days prior written notice, or a greater number of days prior notice if specified in a Service Order accepted by Amoxx;
- (ii) by Amoxx in the event of nonpayment by the Subscriber as provided in the section below or
- (iii) by Amoxx, at any time, without notice, if, in Amoxx sole judgment, the Subscriber is in violation of any terms or conditions of the AUP. If the Subscriber terminates this Agreement, or if Amoxx terminates this Agreement for the Subscriber's breach, before the end of the Initial Term or the Renewal Term, whichever is then applicable, the Subscriber will be required to pay immediately all fees and costs accrued before the termination date, all monthly recurring fees for each month remaining in the Term and any other amounts the Subscriber owes to Amoxx under this Agreement.



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Charges

The Subscriber will pay all charges for your use of the Services at the then current Amoxx prices for that category of service or any special offer applicable to the Subscriber's account as determined by Amoxx. The Subscriber is responsible for paying all federal, state, and local sales, use, value added, excise duty and any other taxes assessed with respect to the Services, other than taxes based on Amoxx net income. The Subscriber is responsible for all costs of collection of all amounts owed under this Agreement, including reasonable attorney's fees of Amoxx.

Payment and Fees

The Subscriber will pay all charges for the first month of service in advance on the first day of the Initial Term. The Subscriber will pay all subsequent charges for Services in advance on the anniversary day of each month. The Subscriber must pay for the Services by credit card or Paypal. The Subscriber authorizes Amoxx to charge The Subscriber's credit or debit card to pay for any charges that may apply to the Subscriber's account. The Subscriber must notify Amoxx of any changes to the Subscriber's card account (including, applicable account number or cancellation or expiration of the account), the Subscriber's billing address, or any information that may prohibit Amoxx from charging the Subscriber's account. The Subscriber's failure to fully pay any fees and taxes within 72 hours from the applicable due date is a material breach of this Agreement, justifying Amoxx to suspend its performance and terminate this Agreement. If Amoxx terminates for the Subscriber's material breach, the Subscriber will be required to pay immediately all fees and costs accrued before the termination date, all monthly recurring fees for each month remaining in the term and any other amounts the Subscriber owes to Amoxx under this Agreement. The Subscriber is responsible for any costs that Amoxx incurs in enforcing collection, including reasonable attorneys' fees, court costs and collection agency fees.

Credit cards that are declined for any reason or Paypal payments that are not made are subject to a processing fee. Service will be interrupted on accounts that reach 5 days past due. Service interrupted for non-payment is subject to a US\$50/SG\$100 reconnect charge. Accounts not paid by the due date are subject to a US\$15/SG\$30 late fee.

Accounts that are not collected by the Subscriber may be turned over to an outside collection agency for collection. If the Subscriber's account is turned over for collection, the Subscriber agrees to pay the company (the collector) a "Collection" fee of not less than US\$50/SG\$100 nor more than US\$150/SG\$250. If the Subscriber desires to cancel the account, correct procedure should be done at <http://www.amoxx.com/24x7.support/request.support> stating "Cancellation" in the subject.

Refund and Disputes

All payments to Amoxx are not refundable. This includes any applicable setup fees and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 60 days of the time that the dispute occurred. If the Subscriber disputes a charge to his/her credit card issuer that, in Amoxx's sole discretion is a valid charge under the provisions of this Agreement and/or AUP, you agree to pay Amoxx an "Investigation Fee" of US\$100/SG\$180.

Failure to Pay

The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve the Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

Use of Services

Acceptable Use Policies: The AUP governs the general policies and procedures for use of the Services. The AUP is posted on the site at (or such other location as Amoxx may specify) and may be updated from time to time. BY USING THE SERVICES, THE SUBSCRIBER AGREES TO BE BOUND BY THE TERMS OF THE AUP AND ANY MODIFICATIONS TO THE TERMS. AMOXX MAY TERMINATE THE SUBSCRIBER'S ACCOUNT WITHOUT NOTICE FOR ANY VIOLATION OF THE AUP OR THIS AGREEMENT.



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Security

The Subscriber is solely responsible for any security breaches affecting servers or accounts under the Subscriber's control. If the Subscriber's server is responsible for or involved in an attack on or unauthorized access into another server or system, Amoxx will shut it down immediately. The Subscriber will pay any charges resulting from the cost to correct security breaches affecting Amoxx or any of its other customers.

System & Network Security

Users are prohibited from violating or attempting to violate the security of Amoxx or its vendor's Network. Violations of system or network security may result in civil or criminal liability. Amoxx will investigate occurrences which may involve, and cooperate with law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

- Accessing data not intended for such user or logging into a server or account, which such user is not authorized to access.
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- Attempting to interfere with service to any user, host or network, including without limitation, via means of overloading, flooding, mail bombing or crashing.
- Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- Taking any action in order to obtain services which such user is not entitled.

Notification of Violations or Infractions

Amoxx is under no duty to look at each Subscriber's or user's activities to determine if a violation of the AUP has occurred, nor does Amoxx assume any responsibility through Amoxx AUP to monitor or police Internet related activities.

Violations of the AUP will result in the following:

- A warning notification sent via the Subscriber's email on file, Amoxx trouble ticket with at least 12 hours notice for resolution.
- 24 hours is the standard notification; situations involving law enforcement, publishing scams, fraud, password harvesting, network interference, Denial or Disruption of service, IRC related misuse, or other malicious activity can reduce the notification time frame.

First Violation:

Any Subscriber, which Amoxx determines to have violated any element of our AUP (Acceptable use Policy), shall receive an e-mail, warning the Subscriber of the violation. The service may be subject at Amoxx discretion to a temporary suspension pending a Subscriber's agreement in writing to refrain from any further violations.

Second Violation:

Any Subscriber that Amoxx determines to have committed a second violation of any element or portion of the AUP shall be subject to immediate suspension or termination of service without further notice.

Amoxx reserves the right to drop the section of IP space involved in any SPAM or Denial-of-Service (DoS) complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on the Subscriber's network, or if denial-of-service attacks are originating from Subscriber's network. In certain rare cases, Amoxx may have to take this action prior to attempting to contact the Subscriber.

Disclosure to Law Enforcement

The AUP specifically prohibits the use of Amoxx's services for illegal activities. Therefore, the Subscriber agrees that Amoxx may disclose any or all of the Subscriber's information, including assigned IP addresses, account history, account use, etc. to any law enforcement agency who makes a written request without further consent or notification to the Subscriber. In addition Amoxx shall have the right to terminate all service set forth in this Agreement.



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Support Services and Boundaries

Amoxx provides 24/7/365 technical support to all Amoxx's Subscribers. Amoxx limits technical support to Amoxx's area of expertise. The following are Amoxx's guidelines when providing support:

Controlled Sharing Solutions

Amoxx provides support related to Subscriber's Controlled Sharing Solutions. Amoxx does not provide support for application specific issues, such as any programming, HTML, third party applications or any other such issue.

Managed Independent Solutions

Amoxx provides support related to Subscriber's Managed Independent Solutions. Amoxx does not provide support for application specific issues, such as any programming, HTML, third party applications or any other such issue. If the Subscriber purchases a this solution without a control panel (Plesk 7.x Reloaded, Cpanel or DirectAdmin etc), the Subscriber is responsible for installing & maintaining any software on the server. This software includes but is not limited to, Apache, PHP, MySQL, email server, FTP server.

Rapid-Fire Programme

Amoxx provides support related to Subscriber's Rapid-Fire Programme. The Rapid-Fire Programme is a suite of professional services that is provided to the Subscriber by Amoxx, its vendors/partners or both. This programme may involve customization and/or development of applications and softwares like Intranet, E-commerce, HTML etc, based on the Subscriber's requests stated on file. Some components of this programme may also be applied to the Subscriber's Controlled Sharing and Managed Independent Solutions.

Amoxx does not provide sale or technical support for Subscriber's clients.

Rapid-Fire Programme

The Rapid-Fire Programme is a suite of professional services that is provided to the Subscriber by Amoxx or its Vendors or both. This programme involves customization and/or development of applications and softwares that may be Intranet, E-commerce, HTML

etc, based on the Subscriber's requests stated on file. Amoxx will provide a quotation based on the needs stated in the request made by the Subscriber. It is the Subscriber's duty to check through the details in the quotation before agreeing to sign up the service. Once the Subscriber agrees to the service, an invoice will be issued to the Subscriber. A minimum deposit of 70% of the total price in the invoice must be made before the start of work. It is the duty of the Subscriber to bear in mind that the developers of the Subscriber's applications/softwares may be the Vendors of Amoxx. The Subscriber may expect meetings with Amoxx representatives or representatives from its Vendors. The Vendors of Amoxx hold the equal strength of rights as of Amoxx in this Agreement to the Subscriber.

Reseller Policy

Subscribers who intend to resell Amoxx's services are responsible for the conduct of their customers and by agreeing with this AUP, the Subscriber agrees that his/her customers will adhere to the AUP. Subscriber should make their perspective customers aware of the AUP and the consequences of violation.

Bandwidth

The Subscriber is allocated a certain amount of bandwidth per month. This bandwidth can be used as any combination of IN & OUT. Should the server go over it's allocated amount of bandwidth in any given month, a fee of US\$1/SG\$2 per GB over is applicable. The Subscriber is responsible for monitoring his/her server's bandwidth usage that can be found in the Control Panel supplied in any of Amoxx's services. Subscribers without a Control Panel may consult Amoxx by visiting the 24x7 Support section with the URL: <http://www.amoxx.com/24x7.support/requ> est.support, requesting a report for bandwidth usage for that month.



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Intellectual Property Rights

Subscriber's Warranties and Representations to Amoxx:

The Subscriber warrants, represents, and covenants to Amoxx that:

- (a) the Subscriber is at least 18 years of age if an individual;
- (b) the Subscriber possess the legal right and ability to enter into this Agreement;
- (c) the Subscriber will use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines, including the AUP; and
- (d) the Subscriber content does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

IP Addresses

Amoxx will maintain and control ownership of all Internet Protocol ("IP") numbers and addresses that Amoxx may assign to the Subscriber. Amoxx may, in its sole discretion, change or remove any and all IP numbers and addresses.

Third Party (Vendor) Products

Amoxx may provide the Subscriber access to other third party software and/or services ("Third Party Products") through reseller relationships that Amoxx has established with certain commercial vendors, including without limitation, Microsoft Corporation ("Third Party Vendors"). Unless otherwise notified, the Subscriber understands that product support for Third Party Products is provided by Amoxx and not by the Third Party Vendor. Neither Amoxx nor any of its Vendor makes any representations or warranties, expressed or implied, regarding any Third Party Products. THE SUBSCRIBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THIRD PARTY PRODUCTS IS AT SUBSCRIBER'S SOLE RISK AND SUCH THIRD PARTY PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND FROM AMOXX OR ANY

THIRD PARTY VENDOR, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER AMOXX NOR ANY THIRD PARTY VENDOR WILL BE LEGALLY RESPONSIBLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE USE OR INABILITY TO USE ANY THIRD PARTY PRODUCT. THE SUBSCRIBER AGREES TO OBSERVE THE TERMS OF ANY LICENSE AND/OR APPLICABLE END USER SUBSCRIBER AGREEMENT FOR THIRD PARTY PRODUCTS AND THAT THE SUBSCRIBER SHALL BE FULLY LIABLE TO THIRD PARTY VENDORS AND AMOXX WITH RESPECT TO ANY IMPROPER USE OF SUCH THIRD PARTY PRODUCTS OR VIOLATION OF LICENSE AGREEMENTS WITH THEM AND/OR APPLICABLE END USER SUBSCRIBER AGREEMENTS.

Enforcement Actions

Amoxx reserves the right to suspend or terminate the Service immediately or take any other corrective action it deems appropriate in its sole discretion if in the sole judgment of Amoxx if the Subscriber's server is the source or target of any violation of the AUP or for any other reason which Amoxx chooses. If inappropriate activity is detected, all of the Subscriber's accounts in question will be deactivated until an investigation is complete. Prior notification to the Subscriber is not assured. In some cases, law enforcement will be contacted regarding the activity. These rights of action, however, do not obligate Amoxx to monitor or exert editorial control over the information made available for distribution via the Services. If Amoxx takes corrective action because of a possible violation, Amoxx will not refund the Subscriber any fees that has been paid in advance of the corrective action.



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Disclosure Rights

The AUP specifically prohibits the use of Amoxx's services for illegal activities. Therefore, the Subscriber agrees that Amoxx may disclose any and all of your information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to you. In addition, Amoxx shall have the right to terminate all service set forth in this Agreement.

Disclaimed Warranties

Amoxx exercises no control over, and accepts no responsibility for, the content of the information passing through Amoxx's host computers, network hubs and points of presence, or the Internet. USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THEREFROM IS AT THE SUBSCRIBER'S OWN RISK. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. AMOXX DOES NOT MAKE AND DISCLAIMS, AND YOU WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. AMOXX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

Limitation and Exclusion of Liability

IN NO EVENT WILL AMOXX OR ITS SUPPLIERS HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. NEITHER AMOXX NOR ITS SUPPLIERS/VENDORS/THIRD PARTIES

WILL HAVE LIABILITY WITH RESPECT TO AMOXX'S OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF AMOXX HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE LIABILITY OF AMOXX AND ITS SUPPLIERS TO THE SUBSCRIBER FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE AMOUNT THE SUBSCRIBER ACTUALLY PAID TO AMOXX UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY AMOXX UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, THE SUBSCRIBER RELEASES AMOXX AND ITS SUPPLIERS/VENDORS/THIRD PARTIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATION STATED IN THIS SECTION.

Interruption of Service

Amoxx and its suppliers/vendors/third parties are not liable for any temporary delay, outages or interruptions of the Services. Further, Amoxx is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any "act of God" or other cause beyond its reasonable control (including any mechanical, electronic, communications or third-party supplier failure).

Indemnification

In agreeing to the Amoxx AUP and this Agreement, the Subscriber agrees to indemnify, defend and hold harmless Amoxx, its employees, officers, directors, vendors, suppliers, third parties, partners, representatives and affiliates, for any violation by the Subscriber or the Subscriber's customers of the AUP or this Agreement that results either in:



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- (a) any cost, expense, damage or loss to Amoxx, or
- (b) the bringing of any claim against Amoxx by any third-party, and all costs, expenses, damages, and losses associated therewith. For example, if Amoxx is sued because of the Subscriber or the Subscriber's customer's activity related to the Services, the Subscriber will pay any damages awarded against Amoxx, its employees, directors, partners, representatives and affiliates, in addition to all costs and attorney's fees.

Survival

All provisions of this Agreement relating to the Subscriber's warranties, intellectual property rights, limitation and exclusion of liability, the Subscriber's indemnification obligations and payment obligations will survive the termination or expiration of the Agreement.

This Terms of Service Agreement can change at anytime and it is the Subscriber's responsibility to ensure that the Subscriber regularly check for updated version of this Terms of Service.

Signing up for any of our services means the Subscriber agrees to comply with this Terms of Service Agreement.

Acceptance of TOS

By signing up for Amoxx's services on the Internet, or by using any other means of subscription including subscription via a third party, a sales representative of commercialization partner, the Subscriber understands and accepts the Terms of Service.

Amoxx can require a signed copy of this document.

I accept the Terms of Service :

The Subscriber's Name:

Company Name :

Contact Number(s):

Signature :

Date :

Amoxx

Authorized by :

Designation :

Signature :

Date :